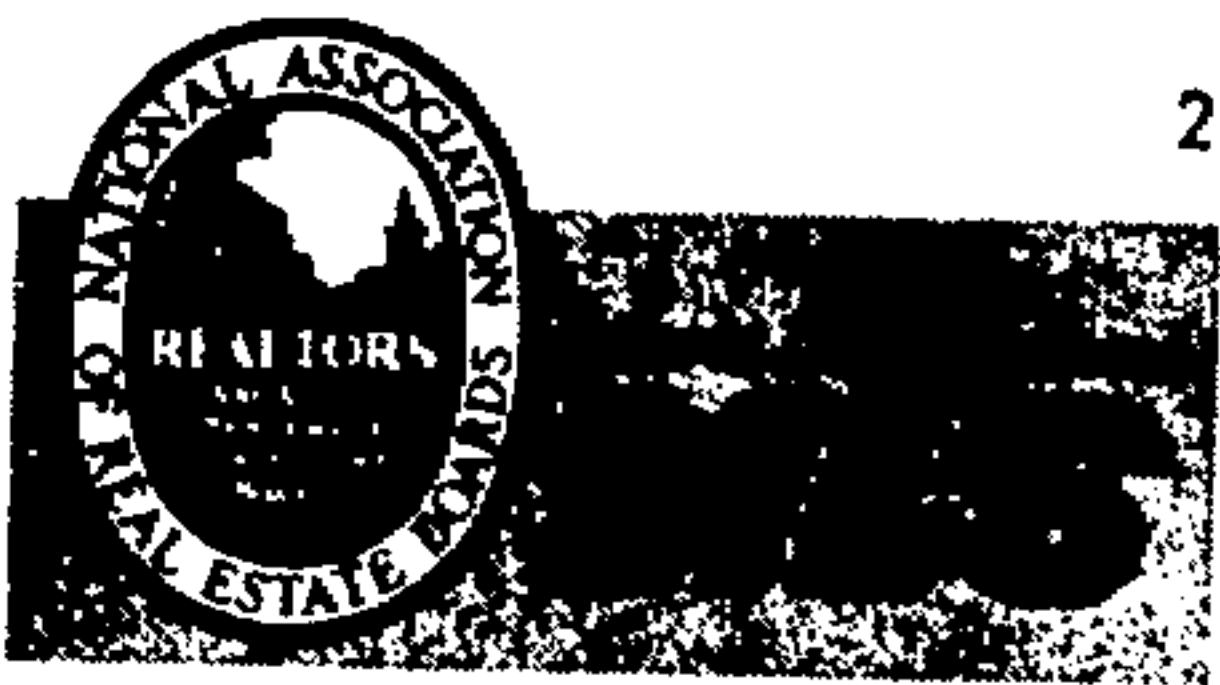


Exhibit CONTRACT OF SALE Equity No. 22,746



2 SOUTH WISNER STREET FREDERICK, MARYLAND 21701 • PHONE (301) 662-0271

**CONTRACT OF SALE**

APPROVED BY THE FREDERICK COUNTY BOARD OF REALTORS

THIS AGREEMENT OF SALE, made this 14th day of October, 1970, by and between Estate of Joseph F. & Eliza C. McAbee, V. Summers & S.H. Brown, Trustees, Seller whose address is Lime Kiln Md. Frederick, Maryland and George T. & Golden V. Dixon whose address is 3810 Bunker Hill Rd. Brentwood Md.

Witnesseth, that the Seller does hereby bargain and sell until the said Purchaser, and the latter does hereby purchase from the former, the following described property, situate in The village of Lime Kiln, Frederick Co. Md. Property contained in Liber 342 Folio 488.

with improvements thereon known as Estate of Joseph F. & Eliza C. McAbee McAbee Lime Kiln Property (including heating, plumbing and lighting fixtures, ~~stoves and refrigerators, windows, doors, and windows, shades,~~

and all trees, shrubs, and plants as now installed on the premises,, except as follows:

N/a

at and for the price of Ten Thousand One Hundred Sixty And No xx/100 Dollars (10,160.00), of which One Thousand and No xx/100 Dollars (1,000.00)

has been paid in the form of Check prior to the signing hereof, and the balance to be paid as follows:
Cash at day of settlement.

On Order of Ratification by the Circuit Court Settlement to be on or before As soon as possible for Frederick County, Md. in No. 22,746 Equity

And upon payment as above provided of the unpaid purchase money, a deed for the property ~~containing covenants of special warranty and further assurance~~ shall be executed at the expense of the Seller, which shall convey the property to the Purchaser. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use & occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

If Seller shall be unable to convey title in accordance with the provisions of this contract, Seller shall be entitled to an adjournment of the closing of title hereunder for a period of not more than thirty (30) days for the purpose of removing the defect or defects in title. If the defect or defects are not removed within such period, Purchaser shall have the right to rescind this contract, in which case all payments made on account of the purchase price shall be refunded to Purchaser, ~~together with the reasonable expenses incurred by Purchaser for title examination and/or survey.~~ Seller, however, shall not be liable for damages by reason of any defect in the title.

If the Purchaser shall fail to make settlement as herein agreed, the deposit herein provided for may be forfeited at the option of the Seller; in the event of any such forfeiture of the deposit, the Realtor shall be entitled to one-half, said amount not to exceed the full commission as hereafter specified.

Rent, water rent, taxes and all other public charges on an annual basis against the premises shall be apportioned as of date of settlement, at which time possession shall be given, unless otherwise agreed upon herein. Purchaser shall pay for all other recording costs. Seller shall provide deed ~~and pay half of the required tax stamps and half of other transfer taxes, if any.~~

The herein described property is to be held at risk of the Seller until legal title has passed or possession has been given. It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this contract.

Upon passage of title, Seller agrees to deliver possession of the premises, ~~clean of debris, and with all heating, plumbing, electrical and mechanical fixtures and equipment in operating condition.~~

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns, that this contract contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained; time being of the essence of this agreement.

The Seller recognizes Poss & Bernstein Realtors as the Realtor negotiating this contract and agrees to pay to said Realtor brokerage fee for services rendered amounting to 3% -5- % of the sales price, ~~and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to Realtor.~~ The entire deposit shall be held by Realtor as agent for Seller in a special agency account until settlement hereunder is made.

WITNESS the hands and seals of the parties hereto the day and year first above written. Executed in:

WITNESS AS SELLER'S SIGNATURE

SELLER'S SIGNATURE (SEAL)

WITNESS AS TO SELLER'S SIGNATURE

SELLER'S SIGNATURE (SEAL)

WITNESS AS TO BUYER'S SIGNATURE

BUYER'S SIGNATURE (SEAL)

WITNESS AS TO BUYER'S SIGNATURE

BUYER'S SIGNATURE (SEAL)

Exhibit